



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, MNSD

Introduction

This hearing was scheduled in response to an application by the tenants for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / and compensation reflecting the double return of the security deposit. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenants are entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

There is no written tenancy agreement in evidence for this tenancy which began on or about February 15, 2012. Monthly rent is \$1,100.00, and a security deposit of \$550.00 was collected. As to utilities, the parties entered into a verbal agreement pursuant to which the tenants would pay 70% and the landlords would pay 30%. A move-in condition inspection report was not completed.

The tenants vacated the unit effective July 31, 2013. There is conflicting testimony around when the notice was given, although the parties agree that it was given verbally and not in writing. A forwarding address was not provided and a move-out condition inspection report was not completed. The landlord testified that new renters were found effective September 1, 2013.

During the hearing the tenant provided a forwarding address, which the landlord made note of, and the parties then attempted to resolve all matters in dispute.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 63 of the Act speaks to the **Opportunity to settle dispute**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision discussion led to a resolution, and it was specifically agreed as follows:

RECORD OF SETTLEMENT

- that the landlords will retain the tenants' full **security deposit** of **\$550.00**;
- that the landlords will pay the tenants **\$159.22**;
- that the above payment will be made by **cheque**, which will be put into the mail by no later than **midnight, Tuesday, December 17, 2013**, and that a **monetary order** will be issued in favour of the tenants to that effect;
- that the above amount is comprised of utilities, as follows:

\$66.30: Fortis – July; \$52.31: Hydro – July; \$40.61: Hydro – August.
- that the above particulars comprise **full and final settlement** of all matters in dispute for both parties which arise out of this tenancy, such that neither party will file a future application for dispute resolution.

Conclusion

The parties are hereby ordered to comply with the terms of their agreement, as above.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenants in the amount of **\$159.22**. Should it be necessary, this order may be served on the landlords, filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: December 13, 2013

Residential Tenancy Branch

